

Prepared by:  
City Attorney's Office  
400 S. Federal Highway  
Hallandale Beach, FL 33009

## **ERUV MAINTENANCE AGREEMENT**

**THIS MAINTENANCE AGREEMENT** is made on this \_\_\_\_ day of \_\_\_\_\_, 2018 between Shabbos Committee of the Beaches, LLC. (Shabbos Committee) with mailing address[ ], and the City of Hallandale Beach, located at 400 S. Federal Highway, Hallandale Beach, Florida 33009, a municipal corporation, (City) (hereafter collectively known as "Parties").

**WHEREAS**, the Shabbos Committee seeks to erect an *eruv* in areas on City Property and Rights of Ways, as depicted in Attachment A, in the North City Beach Park and South City Beach Park in Hallandale Beach (herein, the "Eruv Project"); and

**WHEREAS**, the *eruv* demarcates a symbolic area wherein people of the Jewish faith are permitted, *inter alia*, to carry objects, push strollers and use canes and wheelchairs on the Sabbath and holidays, which are activities that are ordinarily prohibited outdoors in the absence of an *eruv*; and

**WHEREAS**, the *eruv* is a reasonable accommodation allowing Jewish members of the community to access public parks in same manner as other residents and visitors of the City and has no obvious religious display or symbolism to the general public; and

**WHEREAS**, the Shabbos Committee has represented to the City that the area they seek to encompass within the newly erected *eruv* represents an approximate area previously encompassed within a longstanding *eruv* that was removed when utility improvements were made in the area; and

**WHEREAS**, the *eruv* system is comprised of a series of poles, string, hedges, and other connections requiring monitoring and maintenance to ensure that all applicable standards are met. The *eruv* system will be monitored on a weekly basis for compliance and maintenance purposes by the Shabbos Committee; and

**WHEREAS**, the Parties wish to formally establish the guidelines and responsibilities for erection and maintenance of the *eruv*; and

**WHEREAS**, the Parties hereby agree and covenant to enter into this Agreement on the following terms and conditions.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. **Recitals.** The recitals herein are true and correct and are hereby incorporated into and made part of this Agreement.

2. **Authorization to Erect.** The City grants the Shabbos Committee authority to erect the Eruv Project and access to monitor and maintain the project as necessary. The Shabbos Committee shall install, at Shabbos Committee's expense, the Eruv Project as depicted and within the area delineated in Attachment A. The Eruv Project shall not interfere or in any way preclude the public's use and enjoyment of the City's property. The Shabbos Committee agrees to apply for and obtain a permit for the erection of the Eruv Project and to abide by any applicable City Building Code provisions.
3. **City Manager Authorization.** Pursuant to the resolution authorizing the agreement, the City Manager, at her sole discretion, is authorized to approve minor modifications to the Eruv Project as depicted in Attachment A to accommodate site conditions and future conditions as they may arise.
4. **Improvements Donated to the City.** In consideration for the authority to erect the Eruv Project, and as part of the Eruv Project structure, the Shabbos Committee agrees to pay for and install additional palm trees as needed to accompany the placement of each post as indicated in Attachment A.
5. **Maintenance of Improvements.** In exchange for the authority to erect the Eruv Project, the Shabbos Committee agrees to monitor and maintain the Eruv Project. The Eruv Project shall be monitored weekly by designees of the Shabbos Committee, who shall immediately alert the City of any circumstance that are a life safety or health hazard to the public. Any future repairs and replacement of the Eruv Project will be the sole responsibility of the Shabbos Committee and successor owner(s) except as otherwise provided.
6. **Right of Removal.** The Shabbos Committee agrees that it has no right of ownership or any other right to the continued presence of the Eruv Project on the indicated area. The City reserves the exclusive right to remove the Eruv Project for cause if the Eruv Project fails to comply with this Maintenance Agreement after the Shabbos Committee has been provided with notice and a reasonable opportunity to cure, or for convenience upon the affirmative vote of a majority of the City Commission after 30 days' notice and an opportunity to be heard has been provided to The Shabbos Committee. Notwithstanding the waiver and release provisions of section 7 of this agreement, in the event that the City exercises its right to remove the Eruv Project, the Parties agree that The Shabbos Committee has not waived its ability to seek any judicial relief and remedies that may be available, and that those remedies have not been released or waived by this agreement. The Shabbos Committee agrees that it is expending funds for the erection of the Eruv Project at its sole risk and will not be entitled to damages or other monetary reimbursement or payment of any kind for any reliance upon this agreement.
7. **Waiver and Release of Liability.** Shabbos Committee hereby knowingly, freely and voluntarily fully and forever releases, waives, discharges and covenants not to sue the City and its agents, officers, employees, or volunteers from any and all liability or claims, demands, rights of action, or causes of action present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising from the installation, maintenance, or other actions related to the Eruv Project. Shabbos Committee hereby agrees to defend, indemnify, and hold harmless the City, its agents, officers, employees, or volunteers from and against any and all claims of any nature including all costs, expenses and attorneys' fees, which arise in any way out of the Eruv Project. Shabbos Committee understands that the City does not assume liability for the loss or damage for any kind of injury sustained from the Eruv Project.

8. **Indemnification.** To the extent permitted by law, Shabbos Committee agrees to defend, indemnify and hold harmless the City for any claims or actions imposed or incurred by City in connection with claims by third parties for bodily injury or property damage which relate or pertain to the Eruv Project, subject to the limits of Section 768.28, Florida Statutes.
9. **Insurance Coverage.** Shabbos Committee agrees to obtain and maintain adequate general liability or similar insurance with regard to the use of the property by City and others during the entire term of this agreement capped at the limits of Section 768.28, Florida Statutes. Shabbos Committee shall give reasonable notice to City in the event of any claim for liability which may involve the property. The Shabbos Committee will annually submit proof of insurance to the City, sent to the attention of the Risk Manager.
10. **Sovereign Immunity.** Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City. Nothing in this Agreement shall be construed as consent by the City to inure to the benefit of or be sued by third parties in any matter arising out of this Agreement or any other contract.
11. **Waiver.** The failure of City to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of City in any one or more instances to exercise any option, privilege, or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or release of such obligations, covenants, or agreements, and no forbearance by the City of any default hereunder shall in any manner be construed as constituting a waiver of such default.
12. **Governing Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Florida, and the City of Hallandale Beach Charter and Code of Ordinances, Rules and Regulations. In the event of litigation, venue and jurisdiction for any litigation arising hereunder shall be in the Broward County Florida. Shabbos Committees and City present and future hereby and forever waive a trial by jury. Both Parties agree to venue in Broward County, Florida.
13. **Binding Effect.** Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, transfers, agents, and assigns of the Parties.
14. **Severability.** The provisions of this Agreement are severable. Illegality or unenforceability or any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.
15. **Notice.** Any notice provided in accord with this Agreement, shall be in writing and shall be sent by delivery service, or mailed by certified mail, postage prepaid and return receipt requested to either Party's address as shown below or to the property owner of record ("Notice"). Such Notice shall be effective upon the date received and acknowledged by signature of the Party that receives Notice. Either Party may change its address to which any Notice is to be delivered under this Agreement by giving Notice as provided herein.

City of Hallandale Beach  
City Manager's Office

Shabbos Committee of the Beaches, LLC.  
[                      ]

400 S. Federal Highway  
Hallandale Beach, Florida 33009

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**16. Entire Agreement.** This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement, oral or otherwise, shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing explicitly referring to this Agreement and signed by the Parties.

\_\_\_\_\_  
Signature of City Manager

IN WITNESS WHEREOF, the Shabbos Committee has set his/her hand and seal as of the date first above written.

Print:

Witnesses:

\_\_\_\_\_ Sign

\_\_\_\_\_ Print

\_\_\_\_\_ Sign

\_\_\_\_\_ Print

By: \_\_\_\_\_  
Shabbos Committee Signature

\_\_\_\_\_  
Shabbos Committee (Print)

\_\_\_\_\_  
Title

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2018 by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_. He is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.